

Agenda Item Form

Agenda Date: 09/28/04

Districts Affected: _____

Dept. Head/Contact Information: Adrian Ocegueda @ 541.4437

DN

Type of Agenda Item:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Employment Contract</u> | | |

Funding Source:

- ☐ General Fund
☐ Grant (duration of funds: _____ Months)
☒ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

consulting services during the transition period for the new City Manager

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Statutory or Citizen Concerns:

Departmental Concerns:

04 SEP 23 1:11:10 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **JIM MARTINEZ**, for consulting services during the transition period for the new City Manager, at a weekly rate of \$2,956.73. The term of the contract shall be from the period of September 28, 2004 through October 5, 2004 with the City's option to extend for one-week if needed.

ADOPTED this 28th Day of September 2004.

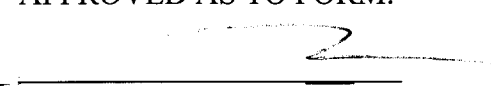
CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSULTING SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **JIM MARTINEZ**, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, on September 1, 2004, the City changed from a strong mayor form of government to a City Manager/Council form of government; and,

WHEREAS, on September 1, the Chief Administrative Officer, Contractor, became the interim City Manager until a permanent City Manager reported for duty; and,

WHEREAS, the City Manager will be reporting for duty on September 28, 2004; and,

WHEREAS, the City finds it necessary to have a transition period in which the Contractor will provide service and assistance to the permanent City Manager in order to provide a smooth, orderly and efficient transition;

WHEREAS, Contractor possesses the skills to render said service and assistance to the City;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Contractor shall provide consulting services to the City and the City Manager during the City Manager's transition period

2. TIME OF PERFORMANCE. The services of Contractor are to commence on or about September 28, 2004 through October 5, 2004, with the City's option to extend the transition period for one additional week. The option to extend may be exercised by the City Manager.

3. COMPENSATION AND METHOD OF PAYMENT. Contractor shall be paid at the weekly rate \$2,956.73. Contractor shall be eligible for the following benefits:

A. The City's Insurance Plans. The contractor named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If contractor is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Contractor shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Contractor agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed is in the City and County of El Paso, Texas or such other places as may be necessary to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. TERMINATION. The City Manager may terminate this contract at will.

7. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the consulting services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY:	Mayor, City of El Paso
	2 Civic Center Plaza
	El Paso, Texas 79901-1196

CONTRACTOR: Jim Martinez
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 28 day of September, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

Jim Martinez

Jim Martinez
Contractor

APPROVED AS TO CONTENT:

Adrian Ocegueda

Adrian Ocegueda
Executive Assistant